

## **Stormwater Management System Maintenance Agreement**

This agreement, made and dated this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between \_\_\_\_\_, party of the first part, hereinafter referred to as the “Developer”, and the City of Lynchburg, Virginia, a municipal corporation of the Commonwealth of Virginia, Party of the second part, hereinafter referred to as the “City”.

WHEREAS, the Developer is the fee simple owner of the property described in Exhibit “A” which is attached to this agreement and by this reference made a part hereof; and

WHEREAS, the Developer has constructed a stormwater management system on the property which complies with the planning and technical requirements of the Erosion and Sediment Control ordinances of the City of Lynchburg and the regulations of the Commonwealth of Virginia; and

WHEREAS, the Developer and the City are entering into this agreement for the purpose of providing for the maintenance, repair and care of the stormwater management system.

### **WITNESSETH**

NOW, THEREFORE, for and in consideration of the City of Lynchburg’s approval of the stormwater management system and issuance of an occupancy permit to the Developer and in further consideration of the mutual promises and covenants hereinafter contained, the parties for themselves, their successors and assigns, agree as follows:

1. The Developer covenants that the stormwater management system it constructed on the property complies with all the requirements of the *Stormwater Management* ordinances of Lynchburg and the regulations of the Commonwealth of Virginia. Responsibility of the adequacy of the design and construction of the stormwater management system rests solely with the Developer. The signing of this agreement shall not be construed as approval of the design or the construction details of the stormwater management system.
2. The Developer agrees to maintain the stormwater management system in good operating condition and to pay all of the costs of operation and maintenance of said system. The maintenance of the stormwater management system shall be maintained in accordance with all applicable requirements and shall include but shall not be limited to the attached checklist which is attached hereto and is designated as Exhibit “B”. The Developer shall also be responsible for the payment of all real estate taxes and any other charges or fees that may be assessed against the stormwater management system.
3. The Developer agrees to maintain all of the stormwater management facilities (i.e. drainage channels, pipes, etc.) associated with the stormwater management system that are located on adjacent properties.
4. The Developer agrees to indemnify, to hold harmless and to assume the defense of the City of Lynchburg, its officers, employees, and agents, from any and all claims and expenses which may accrue against, be charged to, be recovered from or sought to be recovered from the City, its officers, employees and agents by

reason of the Developer's design, construction, maintenance, repair and care of the stormwater management system.

5. The Developer and the City hereby declare that the covenants and conditions contained herein are covenants that run with and perpetually bind the property described in Exhibit "A" and are made for the benefit of the City of Lynchburg, the surrounding property owners and all persons who now own or may hereinafter own any portion of the property described in Exhibit "A", and the City and/or such owners are hereby specifically given the right to enforce such covenants and conditions.
6. The Developer further covenants and agrees that upon the sale or other management of the whole or part of the property described in Exhibit "A", it will insert in the deed or other instruments of sale or management, as a real covenant running with and binding the land perpetually, a requirement that the grantee and all future assignees or successors in title or interest will accept and assume responsibility for their proportionate share of the cost of maintaining and improving the stormwater management system and will perform the covenants and conditions listed in paragraphs 2. 3. and 4. above. The developer further covenants and agrees that the deed or other instruments of sale or management shall specifically contain the covenants and conditions set forth in paragraphs 2. 3. and 4. above and that all grantees will sign such deed or other instruments of sale or management accepting responsibility for the performance of such covenants and conditions.
7. Upon management of all or part of the property described in Exhibit "A" and upon acceptance by the grantee of the responsibilities that are set forth in paragraphs 2. 3. 4., and 5. above and the assumption in writing of the granting party's responsibilities, such granting and conveying party shall be released from any further obligation upon the provision of this agreement with respect to that portion of the premises so conveyed.

IN TESTIMONY WHEREOF, the Developer has hereunto set its hand by its proper officials duly authorized thereunto, and the City of Lynchburg has caused its name to be hereunto subscribed by its Program Administrator, as of this date first above written.

*Company Name.*

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
*Printed Name of Property Owner*

City of Lynchburg

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
Its Program Administrator

Approved as to form: \_\_\_\_\_  
City Attorney